

EXHIBIT
"A"

**CITY OF ROUND ROCK AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES RELATED TO
PUBLIC SAFETY SOFTWARE
WITH
SDI PRESENCE, LLC**

THE STATE OF TEXAS §
THE CITY OF ROUND ROCK § **KNOW ALL BY THESE PRESENTS**
 §
COUNTY OF WILLIAMSON §
COUNTY OF TRAVIS §

THIS AGREEMENT for professional consulting services related to public safety software (the "Agreement"), is made by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation with offices located at 221 East Main Street, Round Rock, Texas 78664-5299 (the "City"), and SDI PRESENCE, LLC, located at 2451 West Grapevine Mills Circle, Grapevine, Texas 76051(the "Consultant").

RECITALS:

WHEREAS, professional consulting services related to public safety software (the "Project") are desired by the City; and

WHEREAS, City issued a Request for Qualifications for Public Safety Software Consultant Services (RFQ No. 22-013); and

WHEREAS, City has determined that Consultant is the most qualified to provide said services; and

WHEREAS, City desires to contract with Consultant for these services; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties and obligations hereunder.

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1.0 EFFECTIVE DATE AND TERM

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated as provided herein.

B. The term of this Agreement shall be for thirty-six (36) months from the effective date hereof.

C. City and the Consultant reserve the right to review the Agreement at any time, and may elect to terminate the Agreement with or without cause or may elect to continue.

2.0 SCOPE OF SERVICES

Consultant has issued its proposal for services, such proposal for services being attached to this Agreement as Exhibit "A," which shall be referred to as the Proposal and Exhibit "A" titled "Proposal," which shall be referred to as the Scope of Services of this Agreement. Said attached Exhibit "A" shall be incorporated herein by reference for all purposes.

Consultant shall satisfactorily provide all services described herein and as set forth in Exhibit "A." Consultant shall perform services in accordance with this Agreement, in accordance with the appended Proposal and Scope of Services and in accordance with due care and prevailing consulting industry standards for comparable services.

3.0 LIMITATION TO SCOPE OF SERVICES

Consultant's undertaking shall be limited to performing services for City and/or advising City concerning those matters on which Consultant has been specifically engaged, and may only be modified by a written Supplemental Agreement executed by both parties as described in Section 9.0.

4.0 CONTRACT AMOUNT

In consideration for the professional consulting services to be performed by Consultant, City agrees to pay Consultant an amount not-to-exceed **One Hundred Eighty-Five Thousand Three Hundred Fifty-Three and No/100 Dollars (\$185,353.00)** as set forth in Exhibit "A."

5.0 INVOICE REQUIREMENTS; TERMS OF PAYMENT

Invoices: To receive payment, Consultant shall prepare and submit detailed invoices to the City, in accordance with the delineation contained herein, for services rendered. Such invoices for professional services shall track the referenced Scope of Work, and shall detail the services performed, along with documentation for each service performed. Payment to Consultant shall be made on the basis of the invoices submitted by Consultant and approved by the City. Such invoices shall conform to the schedule of services and costs in connection therewith.

Should additional backup material be requested by the City relative to service deliverables, Consultant shall comply promptly. In this regard, should the City determine it necessary, Consultant shall make all records and books relating to this Agreement available to the City for inspection and auditing purposes.

Payment of Invoices: The City reserves the right to correct any error that may be discovered in any invoice that may have been paid to Consultant and to adjust same to meet the requirements of this Agreement. Following approval of an invoice, the City shall endeavor to pay Consultant promptly, but no later than the time period required under the Texas Prompt Payment Act described in Section 8.01 herein. Under no circumstances shall Consultant be entitled to receive interest on payments which are late because of a good faith dispute between Consultant and the City or because of amounts which the City has a right to withhold under this Agreement or state law. The City shall be responsible for any sales, gross receipts or similar taxes applicable to the services, but not for taxes based upon Consultant's net income.

6.0 INSURANCE

Consultant shall meet all City of Round Rock Insurance Requirements set forth at:
https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf

7.0 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by the City to Consultant will be made within thirty (30) days of the date the performance of the services under this Agreement are completed, or the date the City receives a correct invoice for the services, whichever is later. Consultant may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by the City in the event:

- (a) There is a bona fide dispute between the City and Consultant, a contractor, subcontractor, or supplier about the service performed that cause the payment to be late; or
- (b) There is a bona fide dispute between Consultant and a subcontractor or between a subcontractor and its supplier about the service performed that causes the payment to be late; or
- (c) The terms of a federal contract, grant, regulation, or statute prevent the City from making a timely payment with federal funds; or
- (d) The invoice is not mailed to the City in strict accordance with any instruction on the purchase order relating to the payment.

8.0 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the services as determined by the City's budget for the fiscal year in question. The City may affect

such termination by giving Consultant a written notice of termination at the end of its then-current fiscal year.

9.0 SUPPLEMENTAL AGREEMENT

The terms of this Agreement may be modified by written Supplemental Agreement hereto, duly authorized by City Council or by the City Manager, if the City determines that there has been a significant change in (1) the scope, complexity, or character of the services to be performed; or (2) the duration of the work. Any such Supplemental Agreement must be executed by both parties within the period specified as the term of this Agreement. Consultant shall not perform any work or incur any additional costs prior to the execution, by both parties, of such Supplemental Agreement. Consultant shall make no claim for extra work done or materials furnished unless and until there is full execution of any Supplemental Agreement, and the City shall not be responsible for actions by Consultant nor for any costs incurred by Consultant relating to additional work not directly authorized by Supplemental Agreement.

10.0 TERMINATION; DEFAULT

Termination: It is agreed and understood by Consultant that the City or Consultant may terminate this Agreement for the convenience of the City or Consultant, upon thirty (30) days' written notice to Consultant or City, with the understanding that immediately upon receipt of said notice all work being performed under this Agreement shall cease. Consultant shall invoice the City for work satisfactorily completed and shall be compensated in accordance with the terms hereof for work accomplished prior to the receipt of said notice of termination. Consultant shall not be entitled to any lost or anticipated profits for work terminated under this Agreement. Unless otherwise specified in this Agreement, all data, information, and work product related to this Project shall become the property of the City upon termination of this Agreement, and shall be promptly delivered to the City in a reasonably organized form without restriction on future use. Should the City subsequently contract with a new consultant for continuation of service on the Project, Consultant shall cooperate in providing information.

Termination of this Agreement shall extinguish all rights, duties, and obligations of the terminating party and the terminated party to fulfill contractual obligations. Termination under this section shall not relieve the terminated party of any obligations or liabilities which occurred prior to termination.

Nothing contained in this section shall require the City to pay for any work which it deems unsatisfactory or which is not performed in compliance with the terms of this Agreement.

Default: Either party may terminate this Agreement, in whole or in part, for default if the Party provides the other Party with written notice of such default and the other fails to satisfactorily cure such default within ten (10) business days of receipt of such notice (or a greater time if agreed upon between the Parties).

If default results in termination of this Agreement, then the City shall give consideration to the actual costs incurred by Consultant in performing the work to the date of default. The cost of the work that is useable to the City, the cost to the City of employing another firm to complete the useable work, and other factors will affect the value to the City of the work performed at the time of default. Neither party shall be entitled to any lost or anticipated profits for work terminated for default hereunder.

The termination of this Agreement for default shall extinguish all rights, duties, and obligations of the terminating Party and the terminated Party to fulfill contractual obligations. Termination under this section shall not relieve the terminated party of any obligations or liabilities which occurred prior to termination.

Nothing contained in this section shall require the City to pay for any work which it deems unsatisfactory, or which is not performed in compliance with the terms of this Agreement.

11.0 NON-SOLICITATION

Except as may be otherwise agreed in writing, during the term of this Agreement and for twelve (12) months thereafter, neither the City nor Consultant shall offer employment to or shall employ any person employed then or within the preceding twelve (12) months by the other or any affiliate of the other if such person was involved, directly or indirectly, in the performance of this Agreement. This provision shall not prohibit the hiring of any person who was solicited solely through a newspaper advertisement or other general solicitation.

12.0 INDEPENDENT CONTRACTOR STATUS

Consultant is an independent contractor, and is not the City's employee. Consultant's employees or subcontractors are not the City's employees. This Agreement does not create a partnership, employer-employee, or joint venture relationship. No party has authority to enter into contracts as agent for the other party. Consultant and the City agree to the following rights consistent with an independent contractor relationship:

- (1) Consultant has the right to perform services for others during the term hereof.
- (2) Consultant has the sole right to control and direct the means, manner and method by which it performs its services required by this Agreement.
- (3) Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- (4) Consultant or its employees or subcontractors shall perform services required hereunder, and the City shall not hire, supervise, or pay assistants to help Consultant.

- (5) Neither Consultant nor its employees or subcontractors shall receive training from the City in skills necessary to perform services required by this Agreement.
- (6) City shall not require Consultant or its employees or subcontractors to devote full time to performing the services required by this Agreement.
- (7) Neither Consultant nor its employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the City.

13.0 CONFIDENTIALITY; MATERIALS OWNERSHIP

Any and all programs, data, or other materials furnished by the City for use by Consultant in connection with services to be performed under this Agreement, and any and all data and information gathered by Consultant, shall be held in confidence by Consultant as set forth hereunder. Each party agrees to take reasonable measures to preserve the confidentiality of any proprietary or confidential information relative to this Agreement, and to not make any use thereof other than for the performance of this Agreement, provided that no claim may be made for any failure to protect information that occurs more than three (3) years after the end of this Agreement.

The parties recognize and understand that the City is subject to the Texas Public Information Act and its duties run in accordance therewith.

All data relating specifically to the City's business and any other information which reasonably should be understood to be confidential to City is confidential information of City. Consultant's proprietary software, tools, methodologies, techniques, ideas, discoveries, inventions, know-how, and any other information which reasonably should be understood to be confidential to Consultant is confidential information of Consultant. The City's confidential information and Consultant's confidential information is collectively referred to as "Confidential Information." Each party shall use Confidential Information of the other party only in furtherance of the purposes of this Agreement and shall not disclose such Confidential Information to any third party without the other party's prior written consent, which consent shall not be unreasonably withheld. Each party agrees to take reasonable measures to protect the confidentiality of the other party's Confidential Information and to advise their employees of the confidential nature of the Confidential Information and of the prohibitions herein.

Notwithstanding anything to the contrary contained herein, neither party shall be obligated to treat as confidential any information disclosed by the other party (the "Disclosing Party") which: (1) is rightfully known to the recipient prior to its disclosure by the Disclosing Party; (2) is released by the Disclosing Party to any other person or entity (including governmental agencies) without restriction; (3) is independently developed by the recipient without any reliance on Confidential Information; or (4) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a party from any non-party. Notwithstanding the foregoing, either party will be entitled to disclose Confidential Information

of the other to a third party as may be required by law, statute, rule or regulation, including subpoena or other similar form of process, provided that (without breaching any legal or regulatory requirement) the party to whom the request is made provides the other with prompt written notice and allows the other party to seek a restraining order or other appropriate relief. Subject to Consultant's confidentiality obligations under this Agreement, nothing herein shall preclude or limit Consultant from providing similar services for other clients.

Notwithstanding the foregoing, either party will be entitled to disclose Confidential Information of the other to a third party as may be required by law, statute, rule or regulation, including subpoena or other similar form of process, provided that (without breaching any legal or regulatory requirement) the party to whom the request is made provides the other with prompt written notice and allows the other party to seek a restraining order or other appropriate relief. Subject to Consultant's confidentiality obligations under this Agreement, nothing herein shall preclude or limit Consultant from providing similar services for other clients.

Neither the City nor Consultant will be liable to the other for inadvertent or accidental disclosure of Confidential Information if the disclosure occurs notwithstanding the party's exercise of the same level of protection and care that such party customarily uses in safeguarding its own proprietary and confidential information.

Notwithstanding anything to the contrary in this Agreement, the City will own as its sole property all written materials created, developed, gathered, or originally prepared expressly for the City and delivered to the City under the terms of this Agreement (the "Deliverables"); and Consultant shall own any general skills, know-how, expertise, ideas, concepts, methods, techniques, processes, software, or other similar information which may have been discovered, created, developed or derived by Consultant either prior to or as a result of its provision of services under this Agreement (other than Deliverables). Consultant shall have the right to retain copies of the Deliverables and other items for its archives. Consultant's working papers and Consultant's Confidential Information (as described herein) shall belong exclusively to the Consultant. "Working papers" shall mean those documents prepared by Consultant during the course of performing the Project including, without limitation, schedules, analyses, transcriptions, memos, designed and developed data visualization dashboards and working notes that serve as the basis for or to substantiate the Project. In addition, Consultant shall retain sole and exclusive ownership of its know-how, concepts, techniques, methodologies, ideas, templates, dashboards, code and tools discovered, created or developed by Consultant during the performance of the Project that are of general application and that are not based on City's Confidential Information hereunder (collectively, "Consultant's Building Blocks"). To the extent any Deliverables incorporate Consultant's Building Blocks, Consultant gives City a non-exclusive, non-transferable, royalty-free right to use such Building Blocks solely in connection with the deliverables. Subject to the confidentiality restrictions mentioned above, Consultant may use the deliverables and the Building Blocks for any purpose. Except to the extent required by law or court order, City will not otherwise use, or sublicense or grant any other party any rights to use, copy or otherwise exploit or create derivative works from Consultant's Building Blocks.

City shall have a non-exclusive, non-transferable license to use Consultant's Confidential Information for City's own internal use and only for the purposes for which they are delivered to the extent that they form part of the Deliverables.

14.0 WARRANTIES

Consultant represents that all services performed hereunder shall be performed consistent with generally prevailing professional or industrial standards, and shall be performed in a professional and workmanlike manner. Consultant shall re-perform any work not in compliance with this representation.

15.0 LIMITATION OF LIABILITY

Should any of Consultant's services not conform to the requirements of the City or of this Agreement, then and in that event the City shall give written notification to Consultant; thereafter, (a) Consultant shall either promptly re-perform such services to the City's satisfaction at no additional charge, or (b) if such deficient services cannot be cured within the cure period set forth herein, then this Agreement may be terminated for default.

In no event will Consultant be liable for any loss, damage, cost or expense attributable to negligence, willful misconduct or misrepresentations by the City, its directors, employees or agents.

Neither party's liability, in contract, tort (including negligence) or any other legal or equitable theory, (a) shall exceed the professional fees paid or due to Consultant pursuant to this Agreement or (b) include any indirect, incidental, special, punitive or consequential damages, even if such party has been advised of the possibility of such damages. Such excluded damages include, without limitation, loss of data, loss of profits and loss of savings of revenue.

16.0 INDEMNIFICATION

Consultant shall save and hold harmless City and its officers and employees from all claims and liabilities due to activities of his/her/itself and his/her/its agents or employees, performed under this Agreement, which are caused by or which result from the negligent error, omission, or negligent act of Consultant or of any person employed by Consultant or under Consultant's direction or control.

Consultant shall also save and hold City harmless from any and all expenses, including but not limited to reasonable attorneys' fees which may be incurred by City in litigation or otherwise defending claims or liabilities which may be imposed on City as a result of such negligent activities by Consultant, its agents, or employees.

17.0 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party may

assign any rights or delegate any duties under this Agreement without the other party's prior written approval, which approval shall not be unreasonably withheld.

18.0 LOCAL, STATE AND FEDERAL TAXES

Consultant shall pay all income taxes, and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. The City will not do the following:

- (1) Withhold FICA from Consultant's payments or make FICA payments on its behalf;
- (2) Make state and/or federal unemployment compensation contributions on Consultant's behalf; or
- (3) Withhold state or federal income tax from any of Consultant's payments.

If requested, the City shall provide Consultant with a certificate from the Texas State Comptroller indicating that the City is a non-profit corporation and not subject to State of Texas Sales and Use Tax.

19.0 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Consultant, its consultants, agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Consultant shall further obtain all permits, licenses, trademarks, or copyrights required in the performance of the services contracted for herein, and same shall belong solely to the City at the expiration of the term of this Agreement.

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of a contract. The signatory executing this Agreement on behalf of Consultant verifies Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has provision in the contract verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Consultant verifies Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has provision in the contract verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Consultant verifies Consultant does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

20.0 FINANCIAL INTEREST PROHIBITED

Consultant covenants and represents that Consultant, its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required hereunder.

21.0 DESIGNATION OF REPRESENTATIVES

The City hereby designates the following representative authorized to act on its behalf with regard to this Agreement:

Megan Tscheoner
Assistant Director of Information Technology
221 East Main Street
Round Rock, Texas 78664
(512) 218-5451
mtschoerner@roundrocktexas.gov

22.0 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- (1) When delivered personally to recipient's address as stated herein; or
- (2) Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Consultant:

SDI Presence, LLC
~~2451 West Grapevine Mills Circle~~ 200 E. Randolph St
~~Grapevine, TX 76051~~ Suite 3550
Chicago, IL 60601

Notice to City:

City Manager, City of Round Rock
221 East Main Street
Round Rock, TX 78664

AND TO:

Stephanie L. Sandre, City Attorney
309 East Main Street
Round Rock, TX 78664

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and Consultant.

23.0 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of Texas.

24.0 EXCLUSIVE AGREEMENT

The terms and conditions of this Agreement, including exhibits, constitute the entire agreement between the parties and supersede all previous communications, representations, and agreements, either written or oral, with respect to the subject matter hereof. The parties expressly agree that, in the event of any conflict between the terms of this Agreement and any other writing, this Agreement shall prevail. No modifications of this Agreement will be binding on any of the parties unless acknowledged in writing by the duly authorized governing body or representative for each party.

25.0 DISPUTE RESOLUTION

The City and Consultant hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

26.0 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion of provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion of

provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

27.0 STANDARD OF CARE

Consultant represents that it is specially trained, experienced and competent to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Consultant or designated subconsultants, in a manner acceptable to the City and according to generally accepted business practices.

28.0 GRATUITIES AND BRIBES

City, may by written notice to Consultant, cancel this Agreement without incurring any liability to Consultant if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Consultant or its agents or representatives to any City Officer, employee or elected representative with respect to the performance of this Agreement. In addition, Consultant may be subject to penalties stated in Title 8 of the Texas Penal Code.

29.0 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure an anticipatory repudiation of this Agreement.

30.0 MISCELLANEOUS PROVISIONS

Time is of the Essence. Consultant agrees that time is of the essence and that any failure of Consultant to complete the services for each Phase of this Agreement within the agreed Project schedule may constitute a material breach of the Agreement.

Consultant shall be fully responsible for its delays or for failures to use reasonable efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Consultant's failure to perform in these circumstances, City may withhold, to the extent of such damage, Consultant's payments hereunder without a waiver of any of City's additional legal rights or remedies. City shall render decisions pertaining to Consultant's work promptly to avoid unreasonable delays in the orderly progress of Consultant's work.

Force Majeure. Notwithstanding any other provisions hereof to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default

or breach of this Agreement, only to the extent that such failure to perform, delay or default arises out of causes beyond control and without the fault or negligence of the party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the parties.

Section Numbers. The section numbers and headings contained herein are provided for convenience only and shall have no substantive effect on construction of this Agreement.

Waiver. No delay or omission by either party in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant. No waiver of discharge shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, which taken together shall be considered one original. The City agrees to provide Consultant with one fully executed original.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereafter indicated.

City of Round Rock, Texas

SDI Presence, LLC

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

By: Sharee L Wolff
Printed Name: Sharee L Wolff
Title: CFD
Date Signed: 10/4/2022

For City, Attest:

By: _____
Meagan Spinks, City Clerk

For City, Approved as to Form:

By: _____
Stephanie L. Sandre, City Attorney



City of Round Rock, Texas
Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

REQUEST FOR QUALIFICATIONS (RFQS)

**PUBLIC SAFETY SOFTWARE CONSULTANT
SERVICES**

SOLICITATION NUMBER 22-013

JANUARY 2022

**PUBLIC SAFETY SOFTWARE CONSULTANT GROUP
 PART I
 GENERAL REQUIREMENTS**

1. **PURPOSE:** The City of Round Rock (CORR), herein after “the City” seeks proposals from firms experienced in reviewing, selecting, and implementing a public safety software suite. The suite will include Computer Aided Dispatch (CAD), Records Management System (RMS), mobile dispatch platform, Evidence and crime scene module, and any others deemed relevant to Round Rock Police and Fire Departments. The consultant’s role in the process will be to lead sessions to gather needs from City staff, create and present a software Request for Proposal (RFP), assist the selection committee in identifying the most qualified software respondent, and act as a project manager for implementation into a final cut over to the chosen (preferred cloud-hosted) Criminal Justice Information Services (CJIS) compliant software.

2. **BACKGROUND:** The City of Round Rock (CORR) is located 20 miles north of downtown Austin and is nationally recognized as one of the country’s most livable towns with an estimated population of approximately 124,000 people. Round Rock Police Department has 180 sworn staff, 80 civilian employees, and 118 volunteers. Round Rock Fire Department has 156 uniformed staff and 23 civilian employees.
 CORR is seeking to explore new Public Safety Software options to replace our current system, Central Square’s One Solution, which has been in use for over 20 years. **Historical data, less than 330 gigabytes (GB), will need to be transferred into the chosen software solution based on retention requirements.** Our Public Safety Access Point (PSAP) dispatches for both the Fire Department and Police Department, including Animal Control, but does not include EMS. CORR has its own dedicated call center staffed 24/7. The Fire Department also assists with mutual aid to surrounding cities within Williamson County. There is current software in place to assist with mutual aid requests for call transfers. The CJIS software implementation project is slated as one of the City’s largest for Fiscal Years (FY) 2022 and 2023, in terms of budget and staffing. This will be a highly visible project at all levels of the City and the chosen consultant will be required to produce detailed documentation. This will require communication and coordination with many different groups throughout the City.

3. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2-5
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 6
Part III – Supplemental Terms and Conditions	Page(s) 7-8
Part IV – Scope of Work	Page(s) 9-10
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 11-13
Attachment A – Proposal Submittal Form and Execution	Page 14
Attachment B – Reference Sheet	Page 15
Attachment C – Subcontractor Information Form	Page 16

4. AUTHORIZED PURCHASING CONTACT(S): For questions or clarification of specifications, you may contact:

Adam Gagnon
Purchaser
Purchasing Division
City of Round Rock
Phone: 512-218-5456
E-mail: agagnon@roundrockexas.gov

Amanda Crowell
Purchaser
Purchasing Division
City of Round Rock
Phone: 512- 218-5458
E-mail: acrowell@roundrocktexas.gov

The individual(s) listed above is/are the only authorized City contact(s) for this solicitation. The authorized purchasing contact(s) may be contacted by e-mail for clarification for this solicitation including specifications. No other City employee or representative may be contacted about this solicitation prior to contract approval. No authority is intended or implied that specifications may be amended, or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

5. SCHEDULE OF EVENTS: It is the City’s intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	January 31, 2022
Optional Online Pre-Proposal meeting	February 8, 2022 @ 10:00AM, CST
Deadline for submission of questions	February 15, 2022 @ 5:00 PM, CST
City responses to questions or addendums	Approx. February 18, 2022 @ 5:00 PM, CST
Deadline for submission of responses	March 8, 2022 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted in writing by 5:00 PM, CST on the due date noted above. A copy of all the questions submitted and the City’s response to the questions shall be posted on the City’s webpage in the form of an addendum at:
<https://www.roundrocktexas.gov/city-businesses/solicitations/>

Questions shall be submitted in writing to the “Authorized Purchasing Contact”. The City reserves the right to modify these dates. Notice of date change will be posted to the City’s website:
<https://www.roundrocktexas.gov/city-businesses/solicitations/>

6. SOLICITATION UPDATES: Respondents shall be responsible for monitoring the City’s website at <https://www.roundrocktexas.gov/city-businesses/solicitations/> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

7. OPTIONAL PRE-PROPOSAL MEETING: A pre-proposal meeting will be conducted to fully acquaint Respondents with the specifications, difficulties, and/or restrictions inherent in the services specified. The pre-proposal meeting will be conducted on the date specified in PART I Section 5- Schedule of Events.

A. Attendance at the pre-proposal meeting is optional. The City will record the pre-proposal meeting and will request interested parties to call at the start. The pre-proposal meeting will be held on Microsoft Teams at the following link:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NjJhMDFiOWEiMjNiOS00Y2YyLWJmM2ItNjRiMjllYTQ3M2Iz%40thread.v2/0?context=%7b%22Tid%22%3a%22a33c69e4-0e38-4e23-b638-0d6dd8fd2445%22%2c%22Oid%22%3a%2221a07725-7f7f-4d19-9b97-2f8655a7d870%22%7d

8. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted in PART I, Section 5 – Schedule of Events. Mail or hand deliver sealed responses to:

**City of Round Rock
Attn: Adam Gagnon
Purchasing Division
221 E. Main Street
Round Rock, Texas 78664-5299**

- A. Sealed responses shall be clearly marked on the outside of packaging with the RFQS Solicitation title, number, due date and “DO NOT OPEN”.
 - B. Facsimile or electronically transmitted responses are not acceptable.
 - C. Responses cannot be altered or amended after opening.
 - D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - E. The City will not be bound by any oral statement or offer made contrary to the written proposal.
 - F. Samples and/or copies shall be provided at the Respondent’s expense and shall become the property of the City.
 - G. Receipt of all addenda to this RFQS must be acknowledged, signed, and included with the proposal response.
 - H. Late Proposal(s) will not be considered under any circumstances and will be returned unopened if a return address is provided.
9. **RESPONDENT REQUIREMENTS:** The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.
- A. Respondent shall submit one (1) evident signed “Original” and one (1) identical electronic copy of the RFQS response on a flash drive. An electronic signature on the “original” solicitation response is acceptable but any resulting contract shall be signed in ink. The submittal is required to include all addendums and requested attachments. The RFQS response along with samples and/or copies shall be provided at the Respondent’s expense and shall become the property of the City.
 - B. This request for qualifications (RFQS) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response of preparation to this RFQS; all costs associated with responding to this RFQS will be solely at the interested parties’ expense. Not responding to this RFQS does not preclude participation in any future RFQS/RFP/IFB.
 - C. **For your RFQS submittal to be considered responsive, the attachments identified below shall be submitted with your proposal.**
 - **Addendums:** Addendums may be posted to this solicitation. Respondents are required to submit signed addendums with their sealed response. The Respondent shall be responsible for monitoring the City’s website at <https://www.roundrocktexas.gov/city-businesses/solicitations/> for any updates pertaining to the solicitation.
 - **Attachment A: PROPOSAL SUBMITTAL FORM AND EXECUTION:** Failure to complete, sign, and return the proposal submittal form and execution with your offer by the deadline will result in the disqualification of your proposal.
 - **Attachment B: REFERENCE SHEET:** Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.
 - **Attachment C: SUBCONTRACTOR INFORMATION FORM:** Provide a completed copy of the Subcontractor Information Form.

- 10. CONFIDENTIALITY OF CONTENT:** As stated in Section 16 of City of Round Rock Purchasing Definitions, Standard Terms and Conditions, all documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.
- A. Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
 - B. If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.
- 11. SUSPENSION OR DEBARMENT CERTIFICATION:** The provisions of the Code of Federal Regulations 2 CFR part 180 suspension and debarment may apply to this agreement. The City of Round Rock is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from doing business with the Federal Government, State of Texas, or the City of Round Rock.
- 12. CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
- 13. EX PARTE COMMUNICATION:** Note that to insure the proper and fair evaluation of a bid, the City of Round Rock prohibits ex parte communication (e.g., unsolicited) initiated by the Bidder to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the bids prior to the time a bid decision has been made. Communication between Bidder and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the bid. Ex parte communication may be grounds for disqualifying the offending Bidder from consideration or award of the bid then in evaluation, or any future bid.

PART II
DEFINITIONS, STANDARD TERMS AND CONDITIONS,
AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. These can be obtained from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>. In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract.
2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>
3. **Professional Liability Insurance:** The Contractor shall provide coverage, at a minimum limit of \$2,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission, or breach of security (including but not limited to any confidential or private information) arising out of the performance of professional services under this Agreement. The required coverage shall extend to technology licensed and/or purchased, including any software licensed or hardware purchased under this Contract.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

PART III SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force from date of award and shall remain in full force until inspection and acceptance of the completed project by the City.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.

2. **PERFORMANCE BOND:**
 - A. The Contractor shall provide a Performance Bond in an amount equal to 100% of the Contract amount within 30 calendar days after notification of award. The Performance Bond serves as security for the faithful performance of all of the Contractor's obligations under the Contract. The Performance Bond shall be issued by a solvent company authorized to do business in the State of Texas and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.
 - B. The Performance Bond shall remain in effect throughout the term of the Contract/project and shall be renewed for each respective extension.

3. **RESPONDENT QUALIFICATIONS AND DISCLOSURES:** The City has established the following minimum qualifications and disclosures. Respondents who do not meet the minimum qualifications or appropriately disclose requested information will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals, or partnerships normally engaged in providing selection and implementation services of Public Safety software such as emergency dispatching, records, reporting, and other 9-1-1 related applications and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
 - B. In order to confirm financial stability, the City may choose to review audited financial statements at any time throughout the RFQS evaluation process. Upon request, the Respondent shall provide two years audited financial statements, including any notes or supplemental schedules within 2 business days of the original request.
 - C. The Respondent shall include in the proposal a list of all litigation the company or its principals have been involved in within the last three (3) years.
 - D. The Respondent shall include in their proposal a list of all financial, personal, and/or business-related ties to any known software companies that are likely to respond to the forthcoming request for proposal (RFP).
 - E. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this RFQS process.

4. **SUBCONTRACTORS:** If Subcontractors will be used the Respondent is required to complete and submit with their proposal response Attachment C: Subcontractor Information Form. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractors own acts and omissions. The Contractor shall:
 - A. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications, and terms of the Contract.
 - B. Require that all Subcontractors obtain and maintain, throughout the term of their agreement, primary insurance in the type and amounts specified for the Vendor, with the City being named as an additional insured; and

- C. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
 - D. Awarded Contractor is required to submit a list of all subcontractors and the responsibilities expected of each subcontractor for approval by the City prior to use of any subcontractors throughout the term of the contract.
5. **RETAINAGE:** The City will withhold 10 percent (%) retainage until the successful completion of implementation and launch of the software as stated in the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete, or non-conforming work under the Contract.
6. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules, and regulations. The Respondent shall:
- A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules, and regulations in the performance of these services.
 - B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.
 - C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Successful Respondents' obligations under this paragraph.
7. **WORKFORCE:** Successful Respondent shall:
- A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner.
 - B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee.
 - C. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.
8. **PRICING: DO NOT** submit any pricing information with your original offer. If the City deems the Respondent the most qualified to perform the work the City's authorized purchasing contact(s) will ask for this value during negotiations and via best and final offers (BAFO). **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term.
10. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**
- A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
 - B. **The City's designated representative shall be:**
 - Megan Tschoerner**
 - IT Manager – Support Services**
 - Information Technology Department**
 - Phone: 512-218-5451**
 - E-mail: mtschoerner@roundrocktexas.gov**

PART IV SCOPE OF WORK

1. **OBJECTIVE:** The City of Round Rock is seeking a consultant or consulting firm that can provide the qualifications necessary to assess current and future City CJIS needs, define an appropriate software scope of work, assist in evaluation, manage, and implement a new public safety software suite. The City currently uses Central Square's One Solution.

The objectives to be achieved by the Contractor include but are not limited to:

- Collect data on current software and educate City staff on relevant public safety software spaces.
 - Develop a scope of work to utilize in a Request for Proposal (RFP) for City-appropriate software that will include Computer Aided Dispatch (CAD), a Records Management System (RMS), mobile dispatch platform, evidence, a crime scene module, and any other software deemed relevant to Round Rock Police and Fire Departments.
 - Contribute to evaluation of the resulting responses from the RFP developed.
 - Manage, monitor, and evaluate the implementation of the new software the City selects, facilitate data migration, launch the new software to appropriate departments, and follow up on progress of go-live.
 - Effectively communicate timelines, milestones, project updates, etc. to appropriate personnel including project management, directors/chiefs, and Council.
2. **SERVICE REQUIREMENTS:** Services shall be performed at the below location and other remote options:
**2701 N Mays St.
Round Rock, TX 78665**

3. **CONTRACTOR RESPONSIBILITIES:** The awarded consultant will complete the following tasks-

- A. **Analyze Existing Conditions and Data Collection:** The consultant shall gather and analyze existing conditions relative to the current public safety software utilized by the City. The Contractor shall-
- i. Conduct a kickoff meeting with CORR senior staff and will identify a project lead from their team to act as the direct point of contact with CORR's project manager.
 - ii. Provide an in-depth review of current systems and software integrations along with an assessment of current City interactions with those systems.
 - iii. Determine a methodology to collect, gather, and analyze data from current software and any other forms of data deemed applicable or relevant.
 - iv. Contractor shall work with CORR team to collect data to determine future growth and needs for CORR public safety departments to develop a software forecast.
 - v. Draft a report summarizing the recommendations found in the initial assessment on how to develop a scope of work for solicitation that encompasses the needs that are identified.
 - vi. Provide complete documentation of processes for each Public Safety Division needs.
- B. **Software Scope of Work and RFP-Related Tasks:** The Contractor shall-
- i. Work with the City's project team and Purchasing Department to develop an approved, quality, open, competitive, and detailed scope of work. This shall include identifying software requirements that meet the City's needs with expansion capabilities to use technologies not currently implemented by the City. The final RFP will be approved and solicited by the City.
 - ii. Develop a matrix to aid in determining best fit of an on-premises solution or a cloud hosted solution.
 - iii. Meet the timeline for the RFP posting date (est. September 2022).
 - iv. Lead or co-lead a presentation for CORR City Council to justify the final software selection, and aid in any questions on the selection process.
 - v. **Attend Evaluation of Software RFP Responses:**
 - a. Contractor shall offer professional opinions, suggestions, and critiques as appropriate at the evaluation meeting.

- b. Contractor will not offer a score of any points to any responding offer.
- c. If demonstrations of software are requested the Contractor shall attend software demonstrations. The Contract shall offer opinions, suggestions, and critiques as appropriate.

C. Implementation: The Contractor shall-

- i. Act as the main Project Manager for the implementation of selected software.
- ii. Coordinate with the City's team to schedule meetings during the workday to accommodate employees with various active work obligations.
- iii. Manage and coordinate data migration, implementation, and launch of new software to appropriate departments.
- iv. Follow up on progress of Go Live.
- v. Provide one year support after Go Live.

D. Post Go-Live Coordination: The Consultant shall-

- i. Provide coordination between the City and the software vendor after Go Live.
- ii. Review software generated reports for legal requirements on migrated and new data.
- iii. Document maintenance plan for product upgrades.
- iv. Coordinate support documentation for City staff to reference.
- v. Complete sign off criteria created during Implementation.

D. Meetings:

- i. The Consultant will be required to attend the Round Rock City Council meeting where Council approves and awards this Contract to the successful offeror for this Request for Qualifications. The consultant's representative should be prepared to answer any questions regarding the contract.
- ii. Upon direction by the CORR project manager, the consultant may also be responsible for two or more personal appearances before the Round Rock City Council and appropriate personnel.
- iii. The consultant should adhere to their proposed timeline with regards to meetings. Meetings may occur by phone, in person, or by video conference.

E. Using previous experience, identify items that the City team may need to consider in any of the steps above.

F. Complete a project closeout and final review.

4. CITY RESPONSIBILITIES: The City will-

- A. Actively and regularly participate in appropriately scheduled meetings.
- B. Provide physical or remote workspace for meetings, as needed.
- C. Assist in identifying subject matter experts (SMEs) and stakeholders.
- D. Lead the process for public solicitation.
- E. Create a City evaluation committee.
- F. Facilitate executive approval.
- G. Be the ultimate decision maker of which software it selects that the awarded Contractor will implement.

**PART V
PROPOSAL PREPARATION INSTRUCTIONS
AND EVALUATION FACTORS**

1. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFQS closing date unless a longer acceptance period is offered in the proposal.
2. **PROPRIETARY INFORMATION:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
3. **PROPOSAL PREPARATION COSTS:** All costs directly or indirectly related to preparation of a response to the RFQS, or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.
4. **PROPOSAL RESPONSE:** Responses shall be clear and concise and shall include at a minimum: title page, transmittal letter, index or table of contents, dividers for each section and all required attachments. One page shall be interpreted as one side of a double-spaced, printed, 8 1/2" X 11" sheet of paper. It is recommended that responses be submitted in a professional, bound format that best contains all required documentation for submission.

In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to: <https://roundrocktxvendors.munisselfservice.com/Vendors/default.aspx>

5. **PROPOSAL FORMAT:** Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall include a title page, index or table of contents, dividers for each section and all required attachments and addendums to be organized in the following format by Tab and informational sequence:
 - A. **Tab 1- Business Organization:** State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
 - B. **Tab 2 – Technical Expertise:** Describe your technical expertise for implementing City-appropriate Public Safety software solutions. Include insights into your process, methodology, and strategies for developing quality systemwide solutions. Specifically,
 - i. Share your point of view of the City's current challenges, opportunities, and perceptions.
 - ii. Demonstrate how your agency is distinctive from other agencies or experts in this field.
 - iii. Detail your approach to selecting and implementing software.
 - iv. Provide a statement of your compliance with all applicable rules and regulations of Federal, State, and Local governing entities. The Proposer must state their compliance with terms of this Request of Qualifications (RFQS) or clearly documents any exceptions.
 - D. **Tab 3 - Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
 - E. **Tab 4 - Prior Company Experience:** Describe successful completion of similar projects. Only include projects of similar size and scope of the City's project with selection and implementation of public safety software. Describe only relevant municipal, corporate, and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2014. Supply the project title, year, and reference name, title, present address, and phone number of principal persons for whom prior projects were accomplished.

- F. **Tab 5 - Personnel:** Include names, qualifications, and resumes of all personnel who will be assigned to the account. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title.
- G. **Tab 6- Authorized Negotiator:** Include the name, email address, and telephone number of the person(s) in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- H. **Tab 7 – Attachments and Addendum:** including Attachment A – Proposal Submittal Form and Execution, Attachment B – Reference Sheet, Attachment C – Subcontractor Information Form and signed addendums (if applicable).
- I. **Tab 8- Exceptions:** Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal by the City. Exceptions to this solicitation if any, shall be submitted on a separate sheet labeled “Exceptions” with the Respondent’s proposal.

6. EVALUATION CRITERIA: The intent of the City is to award to one Respondent in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which proposal best meets the requirements and provides the best overall value to the City.

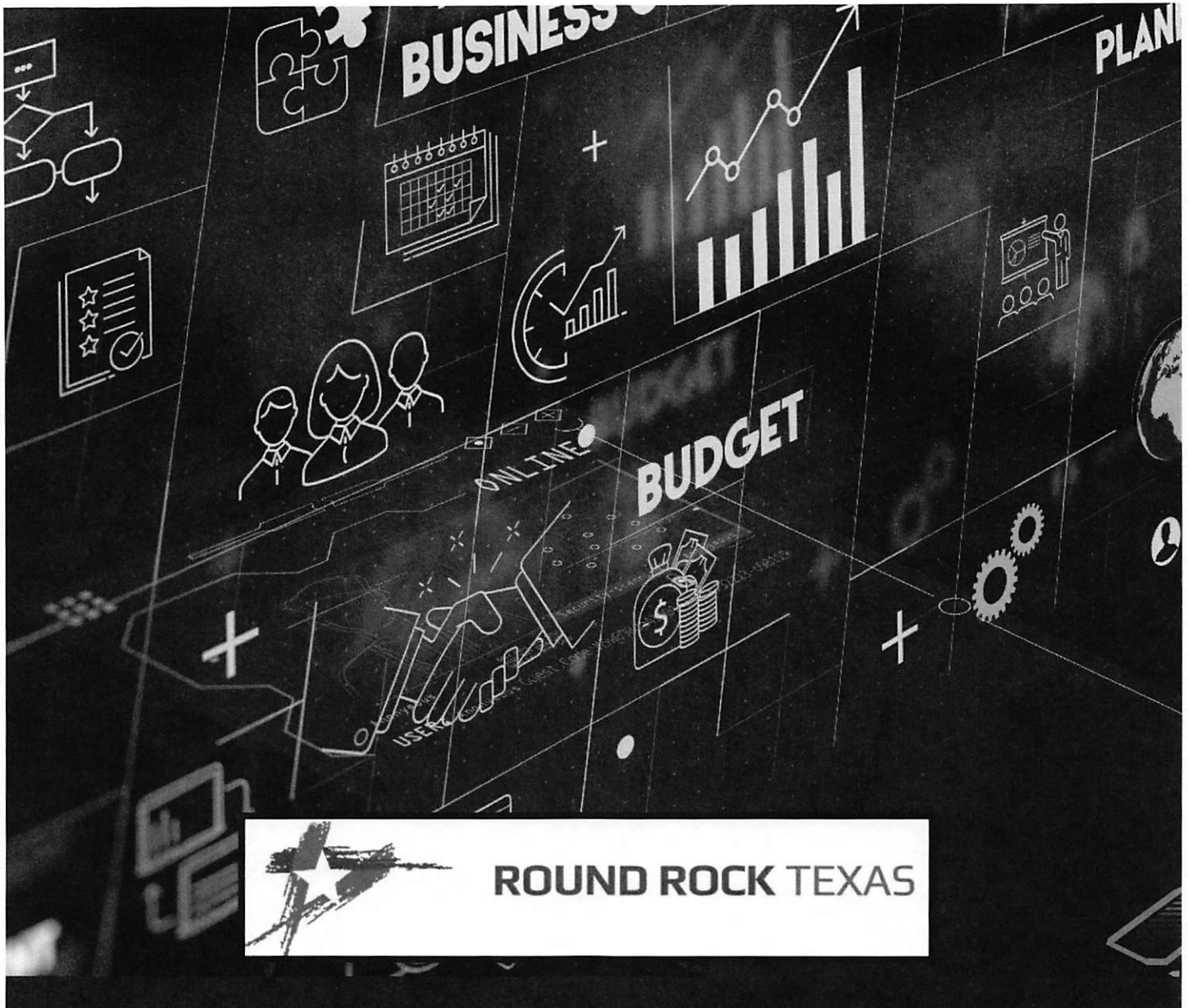
A. Evaluation Criteria:	Weights:
• Prior Company Experience and Key Personnel (Tab 4-5)	55 pts
• Technical Expertise (Tab 2)	35 pts
• <u>Business Structure (Tabs 1,3)</u>	<u>10 pts</u>
Maximum Weight:	100 pts

- B. An evaluation committee will be established to evaluate each response. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. The City reserves the right to rescore an offer based on provided demonstrations. A request for a BAFO is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.
- C. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who in the City’s opinion, offers the best value to the City. The City also reserves the right to cancel the RFQS process and pursue alternate methods for providing the requirements.
- D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.
- E. The City reserves the right to waive any minor technicality, irregularities, or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.
- F. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.
- G. The City may develop a “short list” of qualified proposal and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each “short listed” Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

7. AGREEMENT NEGOTIATIONS AND AWARD PROCESS:

- A. A proposal presented in response to this RFQS is subject to negotiation concerning any issues deemed relevant by the City. The City reserves the right to negotiate any issue with any party. Any unsolicited communication by the Respondent to a City official, undesignated employee, or an evaluation team member evaluating or considering the offers may be grounds for disqualifying the offending Offeror from consideration of award.

- B. Submission of proposal indicates the Respondent's acceptance of the evaluation process and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.
 - C. If negotiations are successful, the City and Respondent may enter into an agreement.
 - D. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent. The City may then:
 - i. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions, and cost with that Respondent.
 - ii. The City shall continue this process until an agreement is entered into or all negotiations are terminated.
 - E. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
 - F. An independent signed authorized contract will be sent to the successful Respondent. Execution of a City of Round Rock contract is required prior to starting work and processing any payments to the awarded Respondent.
8. **POST AWARD MEETING:** The City and the Respondent may schedule a post award meeting to discuss, but not be limited to the following:
- A. Provide City contact(s) information for implementation of the Agreement.
 - B. Identify specific milestones, goals, and strategies to meet objectives.



Cost Proposal Prepared for
City of Round Rock, Texas

Public Safety Software Consultant Services
Reference - RFQ No. 22-013

July 21, 2022

Respectfully Submitted By:



Phil Danie
Senior Vice President

Email: pdanie@sdipresence.com
Phone: 949-836-3351

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COST PROPOSAL

SDI Presence is pleased to provide our cost proposal for the acquisition and implementation of a comprehensive CAD/RMS software suite. Our Cost Proposal is based on our experience in conducting similar tasks with Public Safety and Information Technology clients. SDI's Cost Proposal is based upon the agreed to level of effort, associated expenses, and the mix of resources required to complete the tasks defined in scope of work issued under this contract. Our total project prices are inclusive of all time, materials, and other expenses necessary for full completion of the Scope of Work within the project time frame. Any additional resources or subject matter experts shall be provided at rate of \$125.00 to \$158.00 plus travel expense reimbursement. Other services not described that may be needed, are not included.

The following assumptions are incorporated into this Cost Proposal:

1. City of Round Rock Police Department dispatches for Police and Fire.
2. City of Round Rock will provide adequate and secure workspace with 24/7 access.
3. City of Round Rock will provide remote access to project files.
4. City of Round Rock will provide adequately furnished meeting room space for all workshops, focus groups and stakeholder meetings.
5. City of Round Rock will provide timely scheduling of stakeholders to facilitate gathering information as detailed in the schedule.

This pricing proposal is being presented as two separate phases. The total Cost Proposal (Phase 1 and 2) is an estimate and is based on a total project period of performance of up 24 months and/or up to a level of effort of 1,272 personnel hours. If the project exceeds the above period of performance or level of effort for any one of the two phases, SDI will work with the City to identify remaining tasks and develop a Quote for submission of a Change Order to complete the project phase. SDI Presence will submit Time and Materials invoices for work completed on a monthly basis.

Below is a Project Cost Summary

Phase 1	\$78,701
Phase 2	\$106,652
Grand Total	\$185,353

PHASE 1 - SELECTION

Following is a detailed cost breakdown of each Phase of the project with an anticipated duration:

Phase 1.1 – CAD/RMS Needs Assessment Cost Proposal

Project Task	Hours	Task Cost	Duration
Phase 1.1 - CAD/RMS Needs Assessment			60 Days
1. Project Initiation; during the onsite visit the proposed project team will perform a detailed walkthrough of the Round Rock Police and Fire Departments, meet key employees involved in the project, view a demonstration of the legacy CAD/RMS, and go for a “ride-along” to see operations from the police officer and firefighter’s perspectives.	32	\$4,562	
2. Project Kick-off Meeting; as part of the kick-off meeting our proposed project team will provide the City of Round Rock a questionnaire to be used as part of the interview process. Our proposed team will review the initial scope of the project with City staff and discuss CAD/RMS projects in general and some of the issues that may be encountered during this project. Our proposed team will facilitate a question/answer session in order to address questions from City staff and offer suggestions and ideas regarding resource and time issues, high risk and cost control issues and how to avoid some of the more common mistakes public safety agencies typically make in CAD/RMS projects. Our proposed team will provide examples of other projects, along with cultural and operational changes that may impact the PD and FD. They will discuss data conversion, geofile, interfaces, and the interview process. Our proposed PM will establish meeting frequencies and agendas with City staff.	34	\$4,849	
3. Interviews. Our proposed team, as part of the need’s assessment will interview all relevant City Staff, review and document business processes and create gap analysis and identify risks.	52	\$7,410	
4. Vendor Demonstrations. Our PM will introduce the City staff to CAD/RMS vendors by setting up product demonstrations activities and visits to agencies with these CAD/RMS solutions in production for requirements awareness.	60	\$8,926	
5. Project Master Plan. Our PM will gather and compile data in order to develop a Project Master Plan to include a project organization schematic, an explanation of the project methodology, a synopsis of the As-Is and To-Be state of the Round Rock Police, Fire and IT Departments, staffing and management related to the CAD/RMS project, scope and general requirements of the system to be acquired, updated project schedule and an estimated budget for the entire CAD/RMS project.	32	\$4,562	

Project Task	Hours	Task Cost	Duration
Phase 1.1 - CAD/RMS Needs Assessment			60 Days
Phase 1.1 - CAD/RMS Needs Assessment Total	210		\$30,30

Phase 1.2 – RFP Development Cost Proposal

Project Task	Hours	Task Cost	Duration
Phase 1.2 - RFP Development			169 Days*
1. Detail Requirements. Our project team will assemble all of the needs assessment information and interview results, along with the As-Is and To-Be reports and use these to develop a detail CAD/RMS requirements document. This document will be vetted by the City staff and used to determine a course of action.	30	\$4,278	
2. RFI requirement. Our project team will work closely with City staff to determine if an RFI is needed prior to the development of an RFP. Our team will provide industry knowledge and experience to the City staff, so that the right decision can be made. If it is determined that issuing an RFI is in the best interest of the City, our PM will work with City staff to develop the RFI requirements document, which will largely be based on the detail CAD/RMS requirements document. The PM will review RFI responses with City staff and update the CAD/RMS detail requirements document accordingly.	8	\$1,140	
3. RFP development. Our PM will work closely with City staff and Purchasing to incorporate the detail CAD/RMS requirements into a City approved RFP format. The PM will also work with City staff on any provisions and processes that need to be included in the RFP.	42	\$5,990	
4. RFP approval and distribution. Our PM will work closely with the City Staff and Purchasing on multiple iterations of the RFP document revisions in order to get it to a final state. This process typically involves several revisions, with track changes, and meetings or conference calls to accomplish. Once completed the RFP will be submitted to the City for processing and mailing to vendors.	10	\$1,426	
Phase 1.2 - RFP Development Total	90		\$12,83

* Many factors can reduce or extend the duration of Phase 1.2. Examples of factors that can reduce or extend this phase are legal review processes, City Staff review processes, and lead time necessary to be put on the City Council agenda.



Phase 1.3 – Proposal Evaluations and Vendor Selection Cost Proposal

Project Task	Hours	Task Cost	Duration
Phase 1.3 - Proposal Evaluations and Vendor Selection			25 Days
1. RFP response evaluation. Our project team will evaluate the responses and develop an evaluation matrix that utilizes a weighted scale for each requirement in order to provide an objective scoring of each vendor's responses. Our PM will work closely with City staff to obtain their evaluations and combine them with the project team evaluations. The evaluation matrix along with the evaluation results from the City staff and the SDI Presence project team will be incorporated into an evaluation report that ranks the responses and includes high risk and high cost issues for each response.	22	\$3,321	
2. Vendor Demonstrations. Our project team will work with the City staff to narrow the responses to the top 3 or 4 vendors that will take part in detailed demonstrations. These vendor demonstrations will be scheduled by the PM and City staff and include scenarios that each vendor must demonstrate. Each demonstration will be followed by a hands-on period where staff can "touch" the systems. The project team and City staff will use the results of the demonstrations/hands-on to augment the vendor evaluation report.	60	\$8,556	
3. Vendor Reference Checks and Onsite Visits. Our project team and City staff will verify the vendor references, and schedule onsite visits. The project team and City staff will use the results of the reference checks and onsite visits to augment the vendor evaluation report.	20	\$2,852	
4. Vendor Selection. Our project team will work closely with the City staff to go through the evaluation criteria, evaluation matrix, vendor demonstrations, references and risks. We will provide our industry knowledge and experience to assist the City evaluation team, in making the best CAD/RMS vendor decision possible.	18	\$2,567	
Phase 1.3 - Proposal Evaluations and Vendor Selection Total	120		\$17,296



Phase 1.4 – Contract Development and Contract Negotiations Cost Proposal

Project Task	Hours	Task Cost	Duration
Phase 1.4 - Contract Development and Contract Negotiations			71 Days
1. Develop CAD/RMS Contract. Our Project Team will work with the City staff and selected CAD/RMS vendor to develop a comprehensive CAD/RMS product, implementation and maintenance contract. All parties will use track changes to make sure that everyone is aware of what has been added, changed or deleted. The contract document will have page and line numbers for reference during meetings and discussions. The implementation contract (Professional Services and Software License Agreement) will include all provisions required by the City, and provisions from the vendor’s standard agreement that are deemed acceptable to the City.	34	\$4,848	
2. Contract Negotiations. Our PM will coordinate distribution of the City developed CAD/RMS contract to the selected CAD/RMS vendor, and schedule conference calls and face-to-face meetings with the selected CAD/RMS vendor. Consultant will assist the City in the development and instruction of the contract negotiations team, if desired. Our PM will conduct an executive briefing with City negotiation staff and work with them to develop roles and responsibilities and the strategy for the contract negotiations process. Our PM, if requested by the City, will be the lead negotiator and in this role will discuss with the City the level of support and commitment required in order to be successful in that role.	44	\$6,274	
3. Contract Documents. Our PM will work closely with City staff and the selected CAD/RMS vendor to develop a Purchase and Software License Agreement (the “contract”), a Scope of Work/Statement of Work (SOW), Interface Control Documents, Project Schedule, Detailed and Summary Pricing and Payment Schedule, and a Maintenance Contract.	30	\$4,278	
4. Acceptance Plan. Our project team will develop and complete an acceptance plan and the acceptance process to help ensure the terms and conditions of the contract have been successfully completed. The acceptance plan will include software acceptance test scenarios, data conversion and interface testing.	18	\$2,862	
Phase 1.4 - Contract Development and Contract Negotiations Total	126		\$18,262
Phase 1 – Selection Total	546		\$78,701

PHASE 2 - IMPLEMENTATION

Phase 2 – Implementation Cost Proposal

Project Task	Hours	Task Cost	Duration
Phase 2.1 – CAD/RMS Kick-Off Meeting			1 Day
1. CAD/RMS Vendor Kick-off Meeting. Our PM will coordinate an onsite kick-off meeting with City Staff and the selected CAD/RMS vendor. The meeting will provide a high-level overview of the project, including implementation milestones, deliverables, data conversion, interfaces, training, acceptance testing and go-live support. Our PM will also request a high-level demonstration of the CAD/RMS products procured by the City to give everyone an idea of what will be implemented. The PM will also monitor the contract with the selected CAD/RMS vendor throughout the project lifecycle.	28	\$4,140	
Phase 2.1 – CAD/RMS Kick-Off Meeting Total	28		\$4,140

Phase 2.2 – Analysis, Assessment, and Planning

Phase 2.2 – Analysis, Assessment, and Planning			90 Days
1. Our PM will coordinate with stakeholders, SMEs, and the vendor to develop a project timeline and schedule recurring and planning meetings. Our project team will conduct an analysis of workflows, facilitate completion of foundation questionnaires and review processes, protocols, hurdles, and potential blockers.	58	\$9,222	
2. Our PM will conduct planning meetings with SMEs and key stakeholders to discuss the project timeline, tasks and milestones. Present workflow analysis, process review, protocols, and questionnaire results	88	\$12,853	
3. Make final adjustments to the project plan. Conduct a final project planning meeting with key stakeholders to discuss the project timeline, tasks, and Milestones.	10	\$1,610	
Phase 2.2 – Analysis and Assessment Total	156		\$23,685



Phase 2.3 – IT Infrastructure

Project Task	Hours	Task Cost	Duration
Phase 2.3 – IT Infrastructure			24 Days
1. The project team will coordinate the purchase of any necessary on-site equipment and or cloud services. The PM will send notifications of hardware received, and or cloud services established and schedule installation. The team will coordinate the installation of on-premise hardware and the building/configuring of servers.	44	\$6,394	
2. The team will coordinate the build of the CAD/RMS Tennant, delivery of the Round Rock Public Safety tenant and verification of system configuration and operation.	34	\$4,940	
3. The team will coordinate the configuration of domain servers for ADFS to Vendor System	16	\$2,328	
Phase 2.3 – IT Infrastructure Total	94		\$13,662

Phase 2.4 – Configuration

Phase 2.4 – Configuration			65 Days
1. The PM will coordinate the configuration of users/permissions, pick lists, tables, modules, and reference materials.	52	\$7,688	
2. The team will coordinate customization of key components such as RMS labels and workflows; CAD Mobile, Investigations workflows, JMS workflows, and P&E workflows. The team will also coordinate with SMEs, stakeholders and the vendor to define required report outputs from the CAD and RMS systems.	52	\$7,688	
3. The PM will coordinate system reviews and audits of the configuration and provide weekly reports.	24	\$3,548	
Phase 2.4 – Configuration Total	128		\$18,924



Phase 2.5 – Install Integrations/Software Development

Project Task	Hours	Task Cost	Duration
Phase 2.5 – Install Integrations/Software Development			180 Days
1. The project team will coordinate the discovery, specifications development/approval, software development, testing, installation of identified 3 rd party integrations. Costs associated to the purchase, development, installation, testing, and training of 3 rd party integrations is not the responsibility of SDI and is not included in this SOW.	100	\$14,830	
Phase 2.5 – Install Integrations/Software Development Total	100		\$14,830

Phase 2.6 – Data Migration

Phase 2.6 – Data Migration			90 Days
1. The PM will coordinate the data migration process including, meetings with SMEs to discuss needs for access to legacy data and data migration options. The PM will develop a data migration needs document, to present to stakeholders and SMEs for discussion and determining the best path for the City of Round Rock.	20	\$2,761	
2. The PM will coordinate the vendor and SME efforts for mapping, migrating of data.	12	\$1,657	
3. The PM will coordinate with the vendor and SMEs for validation of migrated legacy data.	12	\$1,657	
4. The PM will coordinate up to 2 additional data migration rounds, if needed, by repeating tasks 2.6.2 and 2.6.3. If RRPS requires SDI to coordinate additional data migration rounds it may require a change order.	24	\$3,315	
Phase 2.6 – Data Migration Total	68		\$9,390

Phase 2.7 – Testing

Project Task	Hours	Task Cost	Duration
Phase 2.7 – Testing			20 Days
1. The PM will coordinate testing of the CAD/RMS system and all modules and integrations in a test environment. The PM will coordinate with SMEs and stakeholders during the testing process for verification and acceptance of system functionality.	40	\$5,874	
2. The project team will coordinate the effort necessary for addressing deficiencies in system operation and functionality. After corrections are made, the PM will coordinate the testing process for verification and acceptance of system functionality.	24	\$3,524	
3. The PM will coordinate final testing of the CAD/RMS system and all modules and integrations approximately 1 week prior to go-live.	8	\$1,176	
Phase 2.7 – Testing Total	72		\$10,574

Phase 2.8 – Training

Phase 2.8 – Training			36 Days
1. The project team will coordinate training for all users of the system. Training will be broken down by modules and users. Suggested training requirements will vary by vendor but typically encompass the following: System Administration CAD and RMS, System Administration workflows, multiple RMS sessions for all users and by modules and specialized users, Mobile/AFR for all users, multiple CAD sessions for CAD users, Jail module for all Jail users, Investigations for all Investigations users, P&E for all P&E users, and any additional modules RRPS may acquire or special needs identified.	40	\$5,658	
Phase 2.8 – Training Total	40		\$5,658



Phase 2.9 – Go-Live

Project Task	Hours	Task Cost	Duration
Phase 2.9 – Go-Live			3 Days
1. Go-Live. The project team will coordinate with the vendor, SMEs and stakeholders and confirm the go-live date is realistic. The PM will confirm CAD/RMS systems/modules and integrations are ready for go-live. The PM will coordinate with the vendor to ensure their engineers are scheduled and dedicated to the go-live effort.	24	\$3,473	
2. Post-go-live review day 1. The project team will meet with the vendor SMEs, and stakeholders to discuss and prioritize issues encountered and status of any open items.	8	\$1,158	
3. Post-go-live review day 2. The project team will meet with the vendor SMEs, and stakeholders to discuss and prioritize issues encountered and status of any open items.	8	\$1,158	
Phase 2.9 – Go-Live Total	40		\$5,789
Phase 2 – Implementation Total	726		\$106,652
Phase 1 – Selection Total	546		\$78,701
Grand Total	1,272		\$185,353